Secds. II-27—190,306—21-5-52.

Food and Agri. (195 2) Department.

Ms. SERIES.

G.O. No. 1613

1613

Dated 11.10.1952

[Despatch Abstract.]

Civil Supplies -- Foodgrains - Revised Policy. - Form of Agreements to be executed by dealers and Co-operative Societies running fair price shops — Prescribed.

GOVERNMENT OF MADRAS.
ABSTRACT.

CIVIL SUPPLIES - Food grains - Revised Policy - Form of agreements to be executed by dealers and Co-operative Societies running fair price shops - Prescribed.

FOOD AND AGRICULTURE DEPARTMENT.

G.O.Ms.No.1613. Dated 11th October 1952.
Read the following:

G.O.Ms.No.931, Food and Agriculture, dated 7.6.52.
From the Board of Revenue (Civil Supplies)
Reference No.1281113 U4/52-CS, dated 25.8.52.
From the Board of Revenue (Civil Supplies)
Reference No.1281113 U4/52, dated 22.9.52.

O R D E R:

A copy each of the two draft forms of agreement to be executed by the Fair Price Shop dealers and Co-operative Societies running fair price shops in the State, as approved by the Government, are forwarded to the Board of Revenue (Civil Supplies). The Board is requested to communicate copies of these draft forms to the Collectors, for necessary action with suitable instructions. The Co-operative Societies whichhave been permitted to deal in open market paddy and rice will have to execute both the agreements which should be signed by the Officers of the Society authorised to enter into contracts on behalf of the Society under its by-laws.

2. The Government accept the suggestion of the Board that after the conversion of ration shops in the ex-statutory rationed areas into fair price shops after derationing the old deposits may continue in the case of old ration shops continuing as fair price shops but that when new shops are opened they may be required to furnish deposits on the scales applicable to derationed rural areas of the State.

3. The Board is requested to submit specific proposals for the approval of the Government as to which officers should be authorised under the draft forms of agreements referred to in paragraph 1 above.

(BY ORDER ETC.,)

R.M. SUNDARAM,
Secretary to Government.

To
The Board of Revenue (Civil Supplies),
~~Madras~~ (with encls.)

/True Copy/.

R. Murugesan 21.10.52
SUPERINTENDENT.
Madras Record Office, Madras.

Vn.5.10.

Agreement ma e this ..... day of ..... one thousand nine hundred and fifty two between..... son of .....residing at .....(hereinafter referred to as "the shop-Keeper" which expression shall, where the context admits include his heirs, executors, legal representatives and assigns) of the one part and the Governor of Madras, which expression shall where the context admits include his successors in office and assigns of the other part.

Witnesseth as follows:-

1. The shop keeper hereby agrees that if he is appointed as a fair price shopkeeper for distribution of foodgrains, he shall abide by the instructions issued for the running of fair price shops and by any other directions applicable to his case given by the Government of Madras or by their authorized officers and in particular by the conditions hereinafter appearing.

2. The shopkeeper hereby undertakes not to sell any article at a price higher than that fixed from time to time by the Collector of the district or any officer authorized by him in that behalf in respect of the retail sale of that article in the area concerned.

3. The shopkeeper hereby undertakes to sell to the holders of ration cards of ration cards or permits issued by the Collector or any officer authorized by him every article of fo dgrains in a condition which will not in any way be inferior to that in which it was received by him from the authorized wholesaler or miller.

4. The shopkeeper hereby agrees to sell the foodgrains in the fair price shop located in the premises specified in the licence issued to him under the Madras Foodgrains Control Order, 1947, during the hours fixed by the Collector of the district.

5. The shopkeeper hereby agrees to maintain such registers and to submit such returns of stock incidental to the running of the fair price shop as may be directed by the Collector of the district or any officer authorized by him in that behalf.

6. The shopkeeper hereby agrees to submit indents for obtaining supplies required for his fair prices shop to such person

P.T.O.

or authority and before such date as may be specified by the Collector of the district or the officer authorized by him in that behalf and to promptly move the stocks of foodgrains allotted on such indents to his fair price shop from the place at which the foodgrains are delivered by the wholesaler or miller as the case may be.

7. The shopkeeper hereby undertaken not to trade in rice in the open market.

8. The shopkeeper hereby agrees to deposit with the Collector of the district or such officer as may be specified by him in that behalf a sum of Rupees .....(Rs..... only for the due fulfilment of the conditions of this agreement.

The shopkeeper agrees that the deposit already Made by him in connection with the running of his ration shop may be treated as a deposit for the running of his fair price shop and

9. The shopkeeper hereby agrees that in case he or any person acting on his behalf commits a breach of any of the conditions of this agreement or of instructions or directions issued by the Government of Madras, the Collector the district or any officer or authority authorized by the Government or the Collector aforesaid, the Government, Collector, officer or authority aforesaid may order that the whole or any specified portion of the deposit referred to clause 8 shall be forfeited to the Government of Madras or that the authorization issued to the shopkeeper for running the fair price shop shall stand suspended for such period as may be specified in the order or that such authorization shall stand cancelled.

10. The shopkeeper hereby agrees that the deposit specified in clause 8, less the amount, if any, due by him to the Government of Madras or their authorized officers under this agreement may be refunded to him after a period of six months from the date of the termination of his appointment as fair price shopkeeper and upon the complete fulfilment of the conditions of this agreement to the satisfaction of the Government of Madras and of the

officers and authorities acting on their behalf.

IN WITNESS WHEREOF.....the shopk eper aforsaid has hereunto set his hend.

Singed by .....

in the presence of

1.

2.

Agreement ma e this .....day of .....one Thousand nine hundred and fifty two between .....Co-operative Society, havings its office at.....in the .....district (hereinafter referred to as "the society") of the one part and the Governor of Madras which expression shall where the context admits include his successors in office and assigns of the other part.

Witnesseth as follows:

1, The Society, which is holding stocks of paddy and rice supplied to it by the Government of Madras or through their agents for sale through fair price shops, hereby agrees and shall abide by the conditions hereinafter appearing, in the event of its being permitted to deal in paddy and rice in the open market.

2. The Society hereby undertakes to hold the stocks of paddy and rice supplied to it by the Government of Madras or through their agents for issue through the fair price shops in proper godowns and be responsible for their safe custody, and further undertakes to store the stocks procured in the open market in separate premises.

3. The society undertakes not to sell any paddy or rice except under and in accordance with the orders of the Collector of the district or any officer authorized by him in that behalf.

4. The Society hereby agrees to maintain such separate and detailed accounts as may be specified by the Government of Madras or their authorized officers in respect of the paddy and rice supplied for issue through the fair price shops distinct from other stocks which it may purchase and sell in the open market.

P.T.O.

5. The Society hereby agrees to give all facilities at all reasonable times to any authorized officers of the Government of Madras for the inspection of its stock of paddy and rice purchased by it in the open market as well as the stocks of paddy and rice in its fair price shop.

6. Any authorized officer of the Government of Madras may, with a view to securing compliance with the provisions of this agreement inspect any books or other documents belonging to or under the control of the society and without prejudice to any other punishment to which the Socicty may be liable under the agreement executed by it as a fair price shopkeeper seize any stocks of p ddy and rice held by it (other than the stocks held in its fair price shop).

7. The Society agrees to comply with any other conditions which the Government of Madras or the Collector of the district or any officer authorized by the said Government or Collector may impose in this behalf.

In witness whereof .....acting for and on behalf of the .....society have hereunto set their hands and the common seal of the ..... socity has hereunto been affixed.

Signed by.....

In the presence of .....

1.

2.

In the presence of.....

1.

2.

The common seal of the .....society has hereunto been affixed in the presence of

1.

2.

/True Copy/.

Vn.5.10.